

1 BILL NO. S-84-09-06

2 SPECIAL ORDINANCE NO. S-

113-84

3 AN ORDINANCE approving a Contract  
4 for Res. #6010-84, by the City of  
5 Fort Wayne by and through its Board  
of Public Works with Reith-Riley  
Construction Company, Inc.

6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
7 THE CITY OF FORT WAYNE, INDIANA:

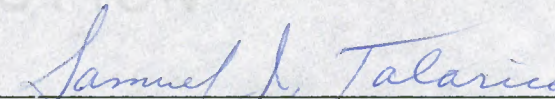
8 SECTION 1. That the annexed Contract, made a part  
9 hereof, by the City of Fort Wayne by and through its Board of  
10 Public Works and Reith-Riley Construction Company, Inc., for Res.  
11 #6010-84, is hereby ratified, and affirmed and approved in all  
12 respects. The work under said Contract requires:

13 cold planing and resurfacing Barr  
14 Street from Main Street to Wash-  
ington Street;

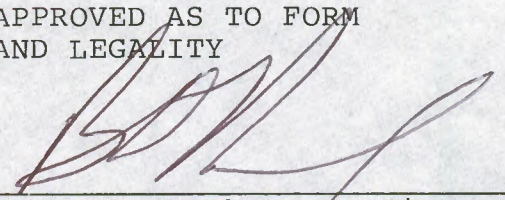
15 the Contract price is Thirty-Six Thousand Three Hundred Sixty-  
16 Eight and 40/100 Dollars (\$36,368.40).

17 SECTION 2. Prior Approval was received from Common  
18 Council with respect to this Contract on August 14, 1984. Two (2)  
19 copies of the Contract attached hereto are on file with the City  
20 Clerk, and are available for public inspection.

21 SECTION 3. That this Ordinance shall be in full force  
22 and effect from and after its passage and any and all necessary  
23 approval by the Mayor.

24   
25 Samuel J. Talarico  
Councilmember

26 APPROVED AS TO FORM  
27 AND LEGALITY

28   
29 Bruce O. Boxberger, City Attorney  
30  
31  
32



Read the first time in full and on motion by J. L. Moore,  
seconded by Redd, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 9-11-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by J. L. Moore,  
seconded by Redd, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-25-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. A-113-84  
on the 25th day of September, 1984,

ATTEST: Sandra E. Kennedy

(SEAL) Ray A. E. Bork

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 26th day of September, 1984,  
at the hour of 11:00 o'clock 4 M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of September,  
1984, at the hour of 3:00 o'clock P M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



# CONTRACT

This Agreement, made and entered into this 5<sup>th</sup> day of September, 1984.

by and between. -----RIETH-RILEY CONSTRUCTION CO., INC.

----- 1633 S.R. 327 N. COUNTY LINE ROAD, HUNTERTOWN, IN -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

RESOLUTION NO. 6010-84

prove Barr Street from Main Street to Washington Street by cold planing and  
resurfacing.

TOTAL BID

~~by grading and paving the roadway to a width of xxxxxxxxxxxxxxx feet with~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvements attached hereto and by reference made a part thereof.

ment Resolution No. 6010-84 attached hereto and by reference made a part thereof.  
~~and at the following prices per lineal foot:~~  
 At the following prices:

Pavement Removal	Four dollars and forty cents per square yard	4.40
Cold Planing	Two dollars and twenty cents per square yard	2.20
Adjust Manhole Casting	One hundred and forty-five dollars and no cents per each	145.00
Adjust Water Valve	Sixty dollars and no cents per each	60.00
#53 HAC Base Asphalt	Thirty-one dollars and thirty-five cents per ton	31.35
#11 HAC Binder	Thirty dollars and no cents per ton	30.00
#A-2 HAC Surface	Thirty dollars and sixty cents per ton	30.60
Total Bid	Thirty-six thousand, three hundred sixty-eight dollars and forty cents	36,368.40

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5,68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 6010-84 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before September 30, 1984 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 21st

day of August, 19 84

ATTEST:

Donald E. Atkins  
Assistant Secretary  
Donald E. Atkins

RIETH-RILEY CONSTRUCTION CO., INC.

By: Charles O. Young

ITS: Area Superintendent

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

David J. Hunt  
Costa E. Ginto

ATTEST:

Helen V. Gochenour  
Secretary and Clerk

[Signature]  
Its Board of Public Works and Mayor.



7-12-87  
H.I.  
Improvement Resolution

FOR STREET OR ALLEY

No. 6010-84

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Barr Street from Main Street to Washington Street  
by cold planning and resurfacing.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

*David J. Keil*  
*James Haley*



**UNITED PACIFIC INSURANCE COMPANY**

HOME OFFICE, TACOMA, WASHINGTON

**PERFORMANCE BOND**

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

**Rieth-Riley Construction Company, Inc.**

as Principal, hereinafter called Contractor, and, **UNITED PACIFIC INSURANCE COMPANY**, a corporation of the State of Washington, with its Home Office at Tacoma, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner) **City of Fort Wayne**

as Obligee, hereinafter called Owner, in the amount of **thirty six thousand three hundred sixty eight and forty hundredths**

Dollars (\$ **36,368.40** ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Contractor has by written agreement dated **August 21** 19 **84**, entered into a contract with Owner for

**Barr Street between Main and Washington Cold Planing and Resurfacing**

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this **15th**day of **August** 19 **84****Rieth-Riley Construction Co., Inc.** (Seal)

(Witness)

**Charles O. Young**, (Area Superintendent)**UNITED PACIFIC INSURANCE COMPANY****Leonard E. Northrup**, C.P.C.U.  
**Attorney-in-fact**

(Witness)



**UNITED PACIFIC INSURANCE COMPANY**

HOME OFFICE, TACOMA, WASHINGTON

**LABOR AND MATERIAL PAYMENT BOND**

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE  
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

**Rieth-Riley Construction Company, Inc.**

as Principal, hereinafter called Principal, and, UNITED PACIFIC INSURANCE COMPANY, a corporation of the State of Washington, with its Home Office at Tacoma, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

**City of Fort Wayne**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

**thirty six thousand three hundred sixty eight and forty hundredths**

Dollars (\$ **36,368.40** ).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **August 21** 19 **84** , entered into a contract with Owner for

**Barr Street between Main and Washington Cold Planing and Resurfacing**

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.



TITLE OF ORDINANCE Contract for Res. 6010-84, Cold Planing & resurfacing Barr Street

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

8-54-09-06

SYNOPSIS OF ORDINANCE This contract is for Res. #6010-84 for cold planing and  
resurfacing Barr Street from Main Street to Washington Street. Rieth-Riley  
Construction Company, Inc. is the contractor.

PRIOR APPROVAL RECEIVED 8/14/84

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$36,368.40

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-84-09-06

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract for Res. #6010-84, by the City  
of Fort Wayne by and through its Board of Public Works with Reith-Riley  
Construction Company, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

CHARLES B. REDD, VICE CHAIRMAN

Charles B. Redd

JANET G. BRADBURY

Janet G. Bradbury

PAUL M. BURNS

Paul M. Burns

THOMAS C. HENRY

Thomas C. Henry

CONCURRED IN 9-25-84  
SANDRA E. KENNEDY, CITY CLERK